

November 28, 2012

FCC - Federal Communications Commission
Office of the Secretary
445 12th Street SW
Washington, DC 20554

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NOV 30 2012
FCC Mail Room



**Ramapo
Catskill
Library
System**

Appeal - Reference CC Docket No. 02-6

Entity 123739 – Ramapo Catskill Library System (RCLS)
USAC Form 471 - Application Number 825395
Form Identifier - 12-123739
FRN 2333566

Request: to change category of service on FRN2333566 to Telecommunications Service.

It was submitted in error as Internet and not caught until an attempt to process Form 486 occurred. As RCLS is not CIPA compliant, only the Ethernet Internet transport (physical) is eligible and the Internet Service (logical) is not eligible. A copy of Item 21 for FRN 2333566 is enclosed showing the breakdown between physical and logical.

USAC denied our appeal because they believe it was correctly categorized as Internet Access. RCLS has been categorizing this as telecommunications Service and identifying the eligible amount as the physical side of Internet transport for many years with no problem.

Checking the wrong box and not realizing it was human error. E-rate funding is very important to the member libraries. RCLS is a library system with forty-seven autonomous member libraries and their branches. The contract with Hudson Valley DataNet, LLC is to provide telecommunication service between and among RCLS and the members.

Thank you for reviewing our request and any consideration toward allowing this correction will be greatly appreciated.

Sincerely,

Brenda Adams
Fiscal Officer

Enclosures:

Form 471 Application #825395, Form Identifier # 12-123739 & FRN 2333566
Item 21 for FRN 2333566 with HVDN02 backup
Selected pages from Master Service Agreement – Hudson Valley DataNet dba
Lighttower Fiber Networks
USAC Administrator's Decision on appeal

*Serving Public
Libraries in Orange,
Rockland, Sullivan
and southern Ulster
Counties Since 1959*

619 Route 17M
Middletown,
New York
10940-4395

845.243-3747
x223
www.rcls.org

Brenda Adams
Fiscal Officer
brenda@rcls.org

No. of Copies rec'd
List ABOVE

0

Cert # ID 947898

FCC Form 471

Approval by OMB
3060-0806

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**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471**

Estimated Average Burden Hours per Response: 4 hours

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual

charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)

The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier (Create an identifier for your own reference) 12-123739	Form 471 Application #: 825395 (To be assigned by administrator)
Block 1: Billed Entity Address and Identifications	
1 Name of Billed Entity RAMAPO CATSKILL LIBRARY SYSTEM	
2 Funding Year 2012	
3a Entity Number 123739	
3b FCC Registration Number 0011642402	
4a Street Address, P.O. Box, or Route Number 619 ROUTE 17 M	
City MIDDLETOWN State NY Zip Code 10940-4323	
4b Telephone Number (845) 243-3747 Ext. 223	
4c Fax Number (845) 243-3739	
5a Type of Application (check only one) <input type="checkbox"/> Individual School (individual public or non-public school) <input type="checkbox"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools) <input checked="" type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="checkbox"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries) <input type="checkbox"/> Statewide application for (enter 2-letter state code) representing (check all that apply) <input type="checkbox"/> All public schools/districts in the state <input type="checkbox"/> All non-public schools in the state <input type="checkbox"/> All libraries in the state	
5b Recipient(s) of Services: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter <input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency	
Entity Number: 123739	Applicant's Form Identifier: 12-123739
Contact Person: Brenda Adams	Contact Phone Number: (845) 243-3747
Block 1: Billed Entity Address and Identifications (continued)	
6a Contact Person's Name Brenda Adams	
If the Contact Person's Street Address is the same as Item 4 above, check here. <input type="checkbox"/> If not, complete Item 6b.	
6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. 619 ROUTE 17 M	
City MIDDLETOWN State NY Zip Code 10940-4323	
Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.	
<input type="checkbox"/> 6c Telephone Number (845) 243 - 3747 Ext. 223	
<input type="checkbox"/> 6d Fax Number (845) 243 - 3739	
<input checked="" type="checkbox"/> 6e E-Mail Address brenda@rcis.org Re-enter E-mail Address brenda@rcis.org	
6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address	
If a consultant is assisting you with your application process, please complete Item 6g below:	
6g Consultant Name Name of Consultant's Employer Consultant's Street Address	
City State Zip Code Consultant's Telephone Number Ext. Consultant's Fax Number Consultant's E-mail Address Re-enter E-mail Address Consultant Registration Number	

Entity Number: 123739		Applicant's Form Identifier: 12-123739																	
Contact Person: Brenda Adams		Contact Phone Number: (845) 243-3747																	
Block 5: Discount Funding Request(s)		Block 5, page 4 of 4																	
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		FRN 2333566 (to be assigned by administrator)																	
10 <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:																			
11 Category of Service (only ONE category should be checked) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> PRIORITY 1 <input type="checkbox"/> Telecommunications Service <input checked="" type="checkbox"/> Internet Access </td> <td style="width: 50%; vertical-align: top;"> PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections </td> </tr> </table>		PRIORITY 1 <input type="checkbox"/> Telecommunications Service <input checked="" type="checkbox"/> Internet Access	PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections	23 Calculations															
PRIORITY 1 <input type="checkbox"/> Telecommunications Service <input checked="" type="checkbox"/> Internet Access	PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections																		
12 Form 470 Application Number 390410000957807		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width: 20%; text-align: center; vertical-align: middle;">Recurring Charges</td> <td style="width: 10%;">A. Monthly charges (total amount per month for service)</td> <td style="width: 10%; text-align: right;">\$1,683.84</td> <td style="width: 10%;"></td> </tr> <tr> <td>B. How much of the amount in A is ineligible?</td> <td style="text-align: right;">\$705.17</td> <td></td> </tr> <tr> <td>C. Eligible monthly pre-discount amount (A minus B)</td> <td style="text-align: right;">\$978.67</td> <td></td> </tr> <tr> <td>D. Number of months service provided in funding year</td> <td style="text-align: right;">12</td> <td></td> </tr> <tr> <td>E. Annual pre-discount amount for eligible recurring charges (C x D)</td> <td style="text-align: right;">\$11,744.04</td> <td></td> </tr> </table>		Recurring Charges	A. Monthly charges (total amount per month for service)	\$1,683.84		B. How much of the amount in A is ineligible?	\$705.17		C. Eligible monthly pre-discount amount (A minus B)	\$978.67		D. Number of months service provided in funding year	12		E. Annual pre-discount amount for eligible recurring charges (C x D)	\$11,744.04	
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	D. Number of months service provided in funding year				12														
	E. Annual pre-discount amount for eligible recurring charges (C x D)	\$11,744.04																	
13 SPIN – Service Provider Identification Number 143022679																			
14 Service Provider Name Hudson Valley DataNet, LLC																			
15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width: 20%; text-align: center; vertical-align: middle;">Non-Recurring Charges</td> <td style="width: 10%;">F. Annual non-recurring charges</td> <td style="width: 10%; text-align: right;">\$0.00</td> <td style="width: 10%;"></td> </tr> <tr> <td>G. How much of the amount in F is ineligible?</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>H. Annual eligible pre-discount amount for non-recurring charges (F minus G)</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>I. Total funding year pre-discount amount (E + H)</td> <td style="text-align: right;">\$11,744.04</td> <td></td> </tr> <tr> <td>J. Discount from Block 4 Worksheet</td> <td style="text-align: right;">56.00</td> <td></td> </tr> </table>		Non-Recurring Charges	F. Annual non-recurring charges	\$0.00		G. How much of the amount in F is ineligible?	\$0.00		H. Annual eligible pre-discount amount for non-recurring charges (F minus G)	\$0.00		I. Total funding year pre-discount amount (E + H)	\$11,744.04		J. Discount from Block 4 Worksheet	56.00	
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	I. Total funding year pre-discount amount (E + H)				\$11,744.04														
	J. Discount from Block 4 Worksheet	56.00																	
15b Contract Number n/a																			
15c <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).																			
15d <input type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:																			
16a Billing Account Number (e.g., billed telephone number) RAMAPC001		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width: 20%; text-align: center; vertical-align: middle;">Total Charges</td> <td style="width: 10%;">K. Funding Commitment Request (I x J)</td> <td style="width: 10%; text-align: right;">\$6,576.66</td> <td style="width: 10%;"></td> </tr> </table>		Total Charges	K. Funding Commitment Request (I x J)	\$6,576.66													
Total Charges	K. Funding Commitment Request (I x J)				\$6,576.66														
	16b <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.																		
	17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) 01/12/2012																		
	18 Contract Award Date (mm/dd/yyyy) 03/12/2012																		
	19 Service Start Date (mm/dd/yyyy) 07/01/2012																		
20a Service End Date (mm/dd/yyyy)																			
20b Contract Expiration Date (mm/dd/yyyy) 06/30/2015																			
21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided.																			
22 Entity/Entities Receiving This Service:		a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:																	
		b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1390845																	



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Item 21 Attachment**Internet Access - Funding Year 2012**

Applicant Name	RAMAPO CATSKILL LIBRARY SYSTEM
Billed Entity Number	123739
Form 471 Application Number	825395
Funding Request Number	2333566
Service Provider	Hudson Valley DataNet, LLC
Attachment Number	HVDN02
Narrative description of this Funding Request	Ethernet Internet Transport to RCLS-Physical only.

Service Type	Service Description	Eligible Pre-Discount Cost
1 Ethernet	Physical Internet transport to RCLS.	\$11,744.04
Total:		\$11,744.04
Funding Requested on 471:		\$11,744.04

Date Submitted**3/13/2012 3:27:14 PM**

Item 21 "HVDN 02"
2 pages

See HVDN01 for
Master Contract



**Ramapo
Catskill
Library
System**

Entity 123739

*Serving Public
Libraries in Orange,
Rockland, Sullivan
and southern Ulster
Counties Since 1959*

619 Route 17M
Middletown,
New York
10940-4395

845.243-3747

www.rcls.org

Brenda Adams
Fiscal Officer
brenda@rcls.org

Company Name*	Ramapo Catskill Library System			Cust.Order #	
Name*	Acct Payable	Address*	619 Rte 17M, Middletown		
Phone*	845-243-3747 x225	State*	New York	Zip Code*	10940
Fax*	845-243-3739	Email*	diane@rcsls.org or brenda@rcsls.org		
Name*	Anthony Castaldo	Primary Phone Number*	845-243-3747 ext. 228		
Email*	tony@rcsls.org	Alternate Phone Number			

LIT SERVICES DETAIL

<input type="checkbox"/> TDM	Bandwidth*	Service Type*	Framing*	Line Coding*
	Protection <input type="checkbox"/> 1+1 <input type="checkbox"/> Line Side			
<input type="checkbox"/> Ethernet	Bandwidth*	Service Type*	<input type="checkbox"/> ERP <input type="checkbox"/> Dedicated <input type="checkbox"/> Jumbo Frame (MTU)	
<input checked="" type="checkbox"/> Internet	Bandwidth* 30Mbps	<input type="checkbox"/> Burstable Max Burst	# Public IP Addresses*	<input type="checkbox"/> DNS (forms required) <input type="checkbox"/> BGP (forms required)
<small>*Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com</small>				
<input type="checkbox"/> Wavelength	Service Type*	Protocol*	Notes	
<input type="checkbox"/> Video	Bandwidth*	Notes: <input type="checkbox"/> Managed <input type="checkbox"/> SNMP <input type="checkbox"/> M-Port <input type="checkbox"/> Integrated Ethernet		
<input type="checkbox"/> Fibre	Bandwidth*	Protected		

LOCATION 1

Service Location & Contact Information	Company*	Ramapo Catskill Library System	Address*	619 Route 17M
	Contact*	Anthony Castaldo	Suite*	
	Phone*	845-243-3747 ext. 228	City*	Middletown
	Email*	tony@rcsls.org	State*	New York
			Zip Code*	10940
Service	Extended Demarc?	No	Demarc Location*	Existing Demarc
	Diverse Path?	No	Termination Type*	TDM/SONET
	Diverse Lateral?	No	Termination Type*	TDM/SONET
	Site Equip. Protect?	No	Wavelengths*	Connector
	Diverse POE?	No	Ethernet	10/100T
	Diverse Handoff?	No	Ethernet	
	NRC:	\$0.00	MRC:	\$1,515.20
Comments: For billing reference: IP Service \$848.80; IP Transport \$668.40, Service # S10459HV, CID: 3008/eth/rcsls. Previous bandwidth was 10Mbps.				

LOCATION 2

Service Location & Contact Information	Company*		Address*	
	Contact*		Suite*	
	Phone*		City*	
	Email*		State*	
			Zip Code*	
Service	Extended Demarc?		Demarc Location*	
	Diverse Path?		Termination Type*	TDM/SONET
	Diverse Lateral?		Termination Type*	TDM/SONET
	Site Equip. Protect?		Wavelengths*	Connector
	Diverse POE?		Ethernet	
	Diverse Handoff?		Ethernet	
	NRC:		MRC:	
Comments:				

ORDER SUMMARY

Billing and Contract Term	Salesperson*	Eric Kirsch	Protection	None	Order Type*	Renewal - Change
	Req. For Service Date*	7/1/2012	SLA Level	IP	Term* (Months)	36
	TDM/SONET					
	Ethernet					
Order Comments	Total NRC:		Total MRC:		Burst MRC:	
<p>Effective July 1, 2012 (or upon the earlier increase in bandwidth, if applicable), this Service Order and the Internet Service hereunder renew, supersede, and replace the existing Internet Service (Circuit ID 3008/eth/rcsls) and the associated Service Order, with an increase in bandwidth and a corresponding increases in the associated MRCs. In accordance with Provider's RFP response, Provider will charge Customer and Customer will pay \$1,920 for the first 100 linear feet of cable to be relocated at any location hereunder in connection with the relocation of connections for existing Services hereunder, and \$9.60 for each additional linear foot of cable to be so relocated at such location, provided said pricing is subject to and based on Provider being provided, at no additional cost, the right to use existing "Rights of Way" and/or "Pathways" into the building.</p>						

ORDER ACCEPTANCE

THIS SERVICE ORDER IS ENTERED INTO BETWEEN PROVIDER AND CUSTOMER AND SHALL BE EFFECTIVE AS OF THE DATE OF THE LAST SIGNATURE BELOW. THIS SERVICE ORDER IS MADE EXPRESSLY SUBJECT TO THE PROVISIONS OF THAT CERTAIN MASTER SERVICE AGREEMENT BY AND BETWEEN PROVIDER AND CUSTOMER DATED MARCH 12, 2012, WHICH IS MADE A PART HEREOF AND INCORPORATED HEREIN BY REFERENCE.

Customer Company: Ramapo Catskill Library System

Signature: [Signature]

Name/Title: Robert Huosner, Executive Director

Date: 3/12/2012

Hudson Valley DataNet, LLC, d/b/a Lightower Fiber Networks

Signature: _____

Name/Title: _____

Date: _____

LIGHTOWER INTERNAL USE ONLY

For Provider's Internal Use Only: Nothing in this section shall constitute or be considered a representation, understanding or agreement of any type or nature by Provider nor shall it establish any liability, responsibility or obligation of Provider, but is only for Provider's Internal Informational Use.

Attachment 2

<u>Ramapo-Catskill Library System</u>			
<u>Node Location</u>	<u>Service Term</u>	<u>Bandwidth</u>	<u>MRC</u>
Ramapo Catskill Library System Internet Service to RCLS (Logical)	36	30Mbps	\$ 666.40 ②
Ramapo Catskill Library System Internet Transport to RCLS (Physical)	36	30Mbps	\$ 848.80 ①
Total Bandwidth			\$ 1,515.20
Approximate - USF Charge			\$ 129.87 ①
Approximate - State Gross Receipts Charges @.0251			\$ 38.03 ②
Approximate - Regulatory Cost Recovery Fee @.00049			\$ 0.74 ②
Total Cost			\$ 1,683.84

① Eligible 978.67

② Ineligible 705.17

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MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Agreement") is entered into this 12th day of March, 2012 (the "Effective Date") by and between Hudson Valley DataNet, LLC, d/b/a Lighttower Fiber Networks, a Delaware limited liability company, with offices at 900 Corporate Boulevard, Newburgh, NY 12550 (hereinafter "Provider"), and Ramapo Catskill Library System a _____

with a principal place of business at 619 Route 17M, Middletown, NY 10940, (hereinafter "Customer"). Provider and Customer shall each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Provider owns and operates a fiber optic network through which Provider sells certain telecommunications services; and

WHEREAS, Customer desires to purchase, and Provider is willing to sell, certain telecommunications services, as described more fully in this Agreement and in corresponding Service Orders; and

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

The following capitalized terms shall have the following meanings:

Affiliate(s): With respect to either Party, any entity controlled by, in control of, or under common control with such Party.

Authorizations: All applicable governmental and regulatory approvals, permits, authorizations, orders and/or consents required to provide the Services.

Customer Equipment: Any equipment owned, leased, provided and/or installed by Customer on the Customer side of the Point of Demarcation.

End-User: A user to whom Customer will provide telecommunications services utilizing, in part, the Services delivered by Provider to Customer under this Agreement.

Force Majeure Event: A cause beyond the reasonable control of the Party whose performance is interrupted, limited, delayed or prevented, including, but not limited to, acts of God, fire, explosion, terrorism or terrorist event, vandalism or other similar catastrophes, accidents, pole hits, material shortage or unavailability not resulting from the responsible party's failure to timely place orders, any law, order, regulation, direction, action, inaction or request of any governmental authority or agency, including, without limitation, state, local and municipal governments having jurisdiction over the Parties, national emergencies, insurrections, riots, wars or labor strikes.

Monthly Recurring Charges or "MRC": A recurring charge for Services, as set forth in a Service Order, which is invoiced and due on a monthly basis. Alternatively, a Service Order may specify recurring charges that are paid quarterly or annually.

Non-recurring Charges or "NRC": A one-time charge, as set forth in a Service Order, for construction, installation and/or provisioning of Services.

Off-Net Services: Services provided by a third party.

On-Net Services: Services to a location(s) served by the Provider Network, which are provided entirely by Provider.

Point of Demarcation: The point of interconnection between Provider's communication facilities and terminal equipment, protective apparatus or wiring at Customer's premises, which delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end.

Provider Equipment: The telecommunications equipment owned, leased or otherwise obtained by Provider necessary to provide the Service.

Provider Network: Provider's fiber optic cable network and associated optical/electronic equipment used to deliver services to its customers.

Service: Any service provided by Provider to Customer under this Agreement.

Service Order: Provider's standard service order form, which will be utilized by the Parties to reflect the specific Services ordered by Customer and accepted by Provider, pursuant to Section 3.1 herein. A Service Order shall be deemed incorporated herein at the time it is fully executed by both Parties.

Service Outage: A complete disruption of Service or material degradation of Service below the minimum performance standards applicable to this Agreement, such that Customer is unable to utilize the Service for its intended purpose as contemplated hereunder.

Technical Specifications: The minimum performance specifications applicable to telecommunications Services are set forth in Exhibit A hereto.

Underlying Rights: Any and all underlying agreements between Provider and owners of real or personal property, grantors of indefeasible rights of use (IRU), rights-of-way and other licenses with respect to all or any portion of the Provider Network and associated property or assets, including, without limitation, conduit and pole attachment agreements, easements, leases, franchises and other agreements necessary to construct, install, maintain, operate and repair the Provider Network and other equipment and appurtenances thereto.

Underlying Service Provider: Any Underlying Rights provider or other third-party provider of services to Provider, which are used in whole or in part to provide the Service hereunder.

OK
12 March 2012

Exhibit A
Telecommunications Service
Additional Terms and Conditions

Pursuant to the Agreement, Provider may provide to Customer telecommunications Services as set forth in a Service Order. The following additional terms and conditions shall apply to the provision of telecommunications Services. This Exhibit A shall not apply to the provision of dark fiber or collocation Services.

1. Scope of Agreement/Technical Specifications

Provider agrees to provide the telecommunications Services set forth in a Service Order(s). Such telecommunications Services shall be provided in accordance with the following Technical Specifications:

Specifications for customer hand-offs:

DS1 Telcordia GR-499 DS-1
DS3 Telcordia GR-499 DS-3
DS3XM Telcordia GR-499-CORE M13 multiplexing Ports

OC3/OC12/OC48 Telcordia GR-253-CORE

Ethernet IEEE 802.3 Compliant

2. Service Outage

2.1 In the event of a Service Outage to any telecommunications Service, Customer may be entitled to a credit as set forth in the applicable Level-of-Service Classification set forth in Exhibit A-1 hereto. In the event of Network Unavailability (as defined in Exhibit A-2) impacting any Internet access Service, Customer may be entitled to an Outage Credit as set forth in the Service Terms and Service Level Agreement for IP Services set forth in Exhibit A-2 hereto. Customer shall not be entitled to any credit of any kind for any interruption, disruption or degradation in Service (including without limitation any Service Outage or Network Unavailability), except, with respect to Internet access Service, only as otherwise explicitly set forth in Exhibit A-2, or except, with respect to telecommunications Services, only as otherwise explicitly set forth in Exhibit A-1, provided that if an incident affects the performance of the Service and results in a period or periods of interruption, disruption or degradation in Service (including without limitation any Service Outage or Network Unavailability), entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident.

2.1.2 The number of minutes of separate and discrete Service Outages or Network Unavailability will not be accumulated to determine the percentage of credit. In no event shall Provider's total liability for all Service Outages and Network Unavailability on a particular Service exceed one hundred percent (100%) of the MRC for the affected Service.

2.1.3 Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Customer by Provider. Credits issued to Customer hereunder shall be Customer's sole remedy at law or in equity on account of any Service Outage and/or Network Unavailability.

2.2 Events Exempted From Credit. Notwithstanding the foregoing, Customer shall not receive any credit for a Service Outage, Network Unavailability or delay in performing repairs, arising from or caused by the following events:

- a. Customer's (including its agents, contractors and vendors) negligence, intentional act, omission, default and/or failure to cooperate with Provider in addressing any reported Service problems, including failing to take any remedial action in relation to a Service as recommended by Provider, or otherwise preventing Provider from doing so;
- b. Failure on the part of CPE, Customer Equipment, End User equipment or Customer's vendor's equipment;
- c. Failure of electrical power;
- d. Election by Customer, after requested by Provider, not to release the Service for testing and repair;
- e. Provider's inability to obtain access required to remedy a defect in Service;
- f. Scheduled maintenance;
- g. Scheduled upgrade of Service at the request of Customer;
- h. Force Majeure Event;
- i. Any emergency maintenance periods, including Provider Emergency Network Maintenance periods;
- j. Disconnection or suspension of the Service by Provider pursuant to a right provided under this Agreement; and/or
- k. Provider's inability to repair due to utility safety restrictions.

2.3 **Invoice Credit.** Upon written request by Customer, no later than thirty (30) days following the Service Outage or Network Unavailability to which the credit relates, the applicable credit shall be applied within ninety (90) days following Provider's receipt of Customer's request.

3. **Limitation of Service.** Notwithstanding any other provision of this Agreement, this Agreement applies only to Services provided to Customer, and shall not apply to offerings by Customer of services to Customer's End Users. The provision of Services by Provider as set forth in this Agreement does not constitute a joint undertaking with Customer for the furnishing of any service or capacity to End Users. Whenever Service provided by Provider under this Agreement is connected to facilities provided by another person or entity, the regulations, terms and charges of such other person or entity shall apply for the facilities provided by such other person or entity. Provider does not undertake in this Agreement to make the Services available to any person or entity other than Customer and in no event shall Customer's End Users have any Claim against Provider whatsoever.

4. **CPNI.** Provider and Customer acknowledge that Provider has a duty to protect the confidentiality of Customer Proprietary Network Information ("CPNI") in accordance with applicable federal law. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications Services that Customer purchases from Provider, and that is made available to Provider by Customer solely by virtue of the Provider/Customer relationship hereunder. Provider and Customer understand that Provider may access, use and disclose Customer's CPNI as permitted by applicable law, in order to install and provision the Service and market services that are within the same category of services provided herein without Customer's consent. With Customer's consent, Provider may share Customer's CPNI among its affiliates, so that they may use this information to offer Customer the full range of products and services offered by Provider and its affiliates. By signing this Agreement, Customer does not consent to Provider using and disclosing Customer CPNI to Provider's affiliates that provide communications-related services for the purpose of marketing additional services. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Provider. Any refusal of consent by Customer will not affect Provider's provision of service to Customer. Provider also has affiliates that provide non-communications-related services, including dark fiber and collocation service. In order for Provider to be able to disclose Customer CPNI to Provider's affiliates that provide non-communications-related services, other than those Services Customer receives hereunder, Customer must complete and return to Provider the Opt-In CPNI Notice attached hereto as Exhibit C.

Provider and Customer agree that Customer is served by at least one dedicated account representative and thereby qualifies for the Business Customer Exemption from the FCC's CPNI authentication requirements. Provider and Customer agree to be bound by the authentication regime in this paragraph. Specifically, Provider and Customer agree that Provider may provide Customer CPNI to representatives authorized by Customer as designated in applicable Service Orders in connection with Customer-initiated calls pertaining to the purchase of new and/or additional services, billing and collection, trouble reports, and other customer care issues.

If Customer representatives other than those designated by Customer in Service Orders contact Provider to request or modify information regarding Customer's account, Provider will not provide Customer CPNI unless Provider authenticates the caller. Such authentication may include requiring the caller to provide the correct billing or service address, billing or technical contact of record, valid invoice number, valid circuit number, or similar information that is not available to anyone other than the designated representative of Customer. If the caller cannot answer these questions correctly, Provider will not provide Customer CPNI to the caller, but will instead call the Customer back at the Customer's known telephone number to provide the requested information or mail the requested information to Customer's business address.

5. **Inter-Carrier Lease.** Provider and Customer agree that where Customer is a licensed carrier, this Agreement, to the extent it is subject to FCC regulation, is an inter-carrier agreement which is not subject to the filing requirements of section 211(a) of the Communications Act of 1934 (47 U.S.C. 211(a)) as implemented in 47 C.F.R. 43.51.

[Handwritten signature]
12 March 2012

NOV 30 2012



Universal Service Administrative Company
Schools & Libraries Division

FCC Mail Room

Administrator's Decision on Appeal – Funding Year 2012-2013

November 07, 2012

Brenda Adams
Ramapo Catskill Library System
619 Route 17 M
Middletown, NY 10940

Re: Applicant Name: RAMAPO CATSKILL LIBRARY SYSTEM
Billed Entity Number: 123739
Form 471 Application Number: 825395
Funding Request Number(s): 2333566
Your Correspondence Received: October 12, 2012

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2012 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2333566
Decision on Appeal: **Denied**
Explanation:

- According to information submitted as the Item 21 attachment and contract, the funds requested are for "Ethernet Internet Transport to RCLS-Physical only." This funding request was correctly categorized by the applicant as Internet Access. On appeal, you have failed to provide any evidence that USAC erred in its initial determination to approve funding under the Internet Access service category. Consequently, your appeal is denied.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter.

Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company